### INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_September\_\_, 2000 by and between Nash County and the Sheriff of Nash County of the one part, hereinafter collectively "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, Sheriff and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, Sheriff understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

### 1.0 AUTHORITY TO CONTRACT

1.1 Sheriff warrants that he/she has the exclusive authority over the Premises, and has been delegated the authority on behalf of the County which owns the Premises in order to enter into this Agreement. Sheriff further warrants that he/she has the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

### 2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

### 3.0 Term

- 3.1 The term of the Agreement shall commence upon the installation of the inmate telephone system and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.
- 3.2 During the original or any renewed term of this Agreement, Sheriff shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement Sheriff commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.
- 3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for Sheriff and the County as to all inmate telecommunication Services upon the Premises. In this regard, Sheriff agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

### 4.0 COMMISSIONS

- 4.1 The commission payment shall be the following percentages of gross billable revenues: thirty-five percent (35%) of the local collect calls, thirty-five percent (35%) of intra-lata collect calls, thirty-five percent (35%) of the inter-lata intra-state calls, and thirty-five percent (35%) of the inter-lata inter-state calls.
- 4.2 Sheriff shall not be responsible for any losses due to fraudulent calls. Sheriff agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.
- 4.3 Sheriff acknowledges and agrees that the aforesaid commission rates are based on revenue projections calculated by reference to usage during normal inmate awake hours and Sheriff agrees that no action will be taken unreasonably to impede such usage.

### 5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

- 5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.
- 5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determine by Pay Tel in consultation with the Sheriff and may be adjusted as necessary.
- 5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the North Carolina Public Utilities Commission and the Federal Communications Commission
- 5.4 All of the Services will be provided by Pay Tel at its expense and Sheriff hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. Sheriff will provide space and a dedicated 24-hour 120 volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.
- 5.5 Sheriff hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the North Carolina Public Utilities Commission and the Federal Communications Commission.
- 5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by Sheriff to be personal property and not fixtures and it is the express intention of both Sheriff and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.
- 5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. Sheriff shall notify Pay Tel of any malfunctions or loss of equipment.

5.8 Pay Tel agrees to conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Sheriff shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

### 6.0 TERMINATION

- 6.1 Sheriff may terminate this Agreement in the event that Pay Tel materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to Pay Tel of said failure is given pursuant to Paragraph 8.1.
- 6.2 Pay Tel may terminate this Agreement at any time upon thirty (30) days written notice to Sheriff in the event that regulations governing the operation of the Services prevent Pay Tel from performing its obligations under this Agreement.
- 6.3 Pay Tel may terminate this Agreement in the event that the anticipated distribution (intra, and inter-lata) of calls or permissible charges for calls, differs by more than ten percent (10%) form the actual distribution or charges for calls and such difference persists for more than three (3) months. In the event that Pay Tel determines that such revenue differences exist, Pay Tel agrees to notify Sheriff of such differences and both parties agree to work in good faith towards an amendment to this Agreement that would accommodate the interests of both parties.
- 6.4 Pay Tel also may terminate this Agreement, either in whole or in part, at any time upon sixty (60) days written notice in the event that Pay Tel deems the provision of telecommunications Services to any particular facility to be unprofitable. If Pay Tel terminates this Agreement as to any less than all of the facilities covered by this Agreement, such termination shall not affect Pay Tel's right to continue providing Services at such other facilities as are not covered by such termination.

### 7.0 SUCCESSORS IN INTEREST

7.1 Sheriff agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment on the Premises including any and all telephones and their enclosures and/or pedestals, or other equipment associated with Pay Tel's Services. This Agreement shall be binding upon the successors and assignees of both Sheriff and Pay Tel, including, without limitation, any financial institution providing financial accommodations to the County or Pay Tel.

### **8.0 MISCELLANEOUS PROVISIONS**

- 8.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Sheriff addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of mailing shall be deemed to be the date of giving such notice.
- 8.2 This written document, including Exhibit A and the Agency Agreement, shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Sheriff and Pay Tel. The following additional Exhibits, Addenda or Riders, if any, are hereby incorporated by reference into this Agreement:

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No Additions	Initials ()

- 8.3 This Agreement shall be construed in accordance with the laws of the State of North Carolina.
- 8.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.
- 8.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.
- 8.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the rules governing arbitration of the Private Adjudication Center, an adjunct to the Duke University School of Law. Venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed by order of any court having jurisdiction over the parties.

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## INMATE TELECOMMUNICATIONS AGREEMENT Regulatory Compliance Amendment

This Amendment, entered into the 2½ of 20½, between Nash County and the Sheriff of Nash County of the one part, hereinafter collectively (Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel," modifies the Inmate Telecommunications Agreement dated September 7, 2000, and Addendums dated May 29, 2005, and October 29, 2008 (hereafter referred to as the "Agreement"). In anticipation of mandated changes to regulations governing Inmate Telephone Service and in consideration of the mutual promises and covenants contained herein, Pay Tel and Sheriff hereby agree to modify the Agreement as follows:

- 1. Section 5.3 of the Agreement is hereby deleted in its entirety and replaced with the following:
  - 5.3 The parties acknowledge that the Agreement is subject to the provisions of governing state and federal law and regulations, and Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Federal Communications Commission and any applicable State regulatory agency. In the event that such laws or regulations conflict with or are inconsistent with the terms of this Agreement, the provisions of applicable law shall control and supersede the contrary provisions of this Agreement. Pay Tel will provide twenty (20) days prior written notice of any such required changes which shall be deemed incorporated into this Agreement by reference unless objected to in writing by Sheriff within twenty (20) days after receipt of notice, in which case Sheriff's objection will be resolved by application of the dispute resolution provision of Section 6.2.
- 2. Section 6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:
  - In addition to disputes arising under Section 5.3, in the event that any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Sheriff and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to the dispute resolution provisions of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Sheriff.
- 3. Except as expressly modified by this Regulatory Compliance Amendment, the provisions and conditions of the Agreement, including all Exhibits shall remain in full force and effect.

NASH COUNTY, NORTH CAROLINA	PAY TEL COMMUNICATIONS, INC.:
By: 14 fashelf from (Seal)	By: Vancen/ Journe (Seal)
By: 11. Randall Smith (Printed)	By: Vincent Townsend (Printed)
Authorized Agent for Sheriff	8
Date: 1-24-14	Date: 2/4/14
Attest All K. Hill	Attest: Wanda Warden
·	Account Representative: Phil Ellis

MISCELLANEOUS PAYMENT RECPT#: 2129214

NASH COUNTY 120 W. WASHINGTON STREET NASHVILLE NC 27856

DATE: 09/03/19 CLERK: carolynmi CUSTOMER#: 4130 FINANCE

TIME: 14:51 DEPT: FINANCE

PARCEL:

CHG: TELEPH TELEPHONE COMMI 6258.76

REVENUE:

0100600 488021 INMATE TELEPHONE REF1: JUL 2019 REF2: 6258.76

CASH:

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6258.76

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AMOUNT PAID: 6258.76

PAID BY: PAY TEL COMMUNICATIO PAYMENT METH: CHECK 129100

REFERENCE:

PHONE COMM

AMT TENDERED: AMT APPLIED:

6258.76 6258.76 .00

CHANGE:

PAY TEL COMMUNICATIONS, INC. Nash County

0000150330

Aug 8, 2019

VENDOR NO.:

NAME:

	APCOMM2019	INVOICE
	APCOMM2019073: 0000222392	REFERENCE
TOTALS:	07/31/2019	INV. DATE
OTALS: \$6,258.76	\$6,258.76	INV. AMOUNT
		DESCRIPTION
\$0.00	\$0.00	ADJ. AMT.
\$6,258.76	\$6,258.76	AMT. PAID

# PAY TEL COMMUNICATIONS, INC.

PO. BOX 8179 GREENSBORO, NC 27419 (336) 852-7419

CAPITAL BANK capitalbank-us.com

63-1176-670

129100

## Six Thousand Two Hundred Fifty Eight Dollars And 76 Cents

222 West Washington Street
NASHVILLE, NC 27856

Nash County

DATE Aug 8, 2019

AMOUNT

\$6,258.76

AUTHORIZED SIGNATURE

### Monthly Commission Statement July, 2019



Statement Date: 8/08/2019

Mash County 222 W Washington St Mashville NC 27856

Srand Total		018,11	899'66	\$18,214.04		97.882,88
Fotal Prepaid Card				00.0\$		00.0\$
Total Debit				00.0\$		00.0\$
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Interstate	Prepaid Collect	1,298	41E,01	<b>₽6.</b> 391,2\$	%00.0	00.0\$
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intralata	Prepaid Collect	89 <b>G</b> 'L	12,736	92.479,58	39.00%	80.640,1\$
Local Total	and the second s	206,7	186,78	77.484,11\$	terligy anders growing the firm of States is amount course	98.794,48
rocsi	Prepaid Collect	906'4	186,78	77.484,118	39.00%	96.794,48
Call Type	Payment Method	zileO latoT	lstoT setuniM	Gross Revenue	noissimmo⊃ %	Commission Earned

I certify that the information in this commission statement is accurate.

Kurt Gabriel, Vice President of Finance

Commission Eamed
Prepaid Collect

Accounting Manager: Jennifer Williams, 866.729.8352, x255 jwilliams@paytel.com

MISCELLANEOUS PAYMENT RECPT#: 2114028

NASH COUNTY 120 W. WASHINGTON STREET

NASHVILLE NC 27856

DATE: 07/16/19 CLERK: carolynmi CUSTOMER#: 4130

TIME: 11:28 DEPT: FINANCE

FINANCE PARCEL:

CHG: TELEPH TELEPHONE COMMI 4515.47

REVENUE:

1 0100000 124000 451 RECEIVABLES LOCAL REF1: INMAT PHON REF2: JUN 2019 4515.47

CASH:

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4515.47

AMOUNT PAID: 4515.47

PAYTEL COMMUNICATION

PAID BY: PAYIEL PAYMENT METH: CHECK 128677

REFERENCE:

INMATE PHONE

AMT TENDERED: AMT APPLIED:

4515.47 4515.47

CHANGE:

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(0100600 - 488021)

12-16-12

PAY TEL COMMUNICATIONS, INC Nash County

VENDOR NO.: NAME:

0000149690

Jul 10, 2019

ORDER OF: 222 NASI		Four Tho	PAY TI		AРСОММ20190630	
Nash County 222 West Washington Street NASHVILLE, NC 27856		(336) 852-7419 Usand Five Hundred Fift	EL COMMUNICATION PO. BOX 8179 GREENSRORO NO 27740			
n Street 36		(336) 852-7419  Four Thousand Five Hundred Fifteen Dollars And 47 Cents	PAY TEL COMMUNICATIONS, INC. PO. BOX 8179 GREENSBORD NO 27716	TOTALS:	06/30/2019	INV. DATE
AND SENSIVE		And 47 Cents	INTRINOS DNA	\$4,515.47	\$4,515.47	INV. AMOUNT
1	DATE	63-1176-670	S MULTIPLE SECURITY FEATURE CAPITAL BANK capitalbank-us.com			DESCRIPTION
лиі 10, 2019 \$4,5		128677	RES - SEE BACK FOR DET	\$0.00	\$0.00	ADJ. AMT.
\$4,515.47	AMOUNT	77		\$4 515 A7	\$4,515.47	AMT. PAID





Statement Date: 7/10/2019

### Nash County 222 W Washington St Nashville NC 27856

Call Type	Payment Method	Total Calls	Total Minutes	Gross Revenue	Commission %	Commission Earned
Local	Prepaid Collect	5,659	47,618	\$8,095.06	39.00%	\$3,157.07
Local Total		5,659	47,618	\$8,095.06		\$3,157.07
Intralata	Prepaid Collect	1,138	9,309	\$1,954.89	39.00%	\$762.41
Intralata Total		1,138	9,309	\$1,954.89	ende under den de la company d	\$762.41
Interlata	Prepaid Collect	775	7,277	\$1,528.17	39.00%	\$595.99
Interlata Total		775	7,277	\$1,528.17	S. C.	\$595.99
Interstate	Prepaid Collect	742	6,910	\$1,451.10	0.00%	\$0.00
Interstate Total		742	6,910	\$1,451.10	FCC Regulation	\$0.00
Total Collect	*	; f		\$0.00		\$0.00
Total Prepaid Collect	ì	8,314	71,114	\$13,029.22	}	\$4,515.47
Total Debit			i	\$0.00	, i	\$0.00
Total Prepaid Card	11.00	1	ě	\$0.00		\$0.00
Grand Total		8,314	71,114	\$13,029.22	i	\$4,515.47

Commission Earned

Prepaid Collect

I certify that the information in this commission statement is accurate.

Kurt Gabriel, Vice President of Finance

Accounting Manager: Jennifer Williams, 866.729.8352, x255 jwilliams@paytel.com

MISCELLANEOUS PAYMENT RECPT#: 2108605 NASH COUNTY

120 W. WASHINGTON STREET NASHVILLE NC 27856

DATE: 06/17/19 CLERK: carolynmi CUSTOMER#: 4130

TIME: 10:45 DEPT: FINANCE

FINANCE PARCEL:

CHG: TELEPH TELEPHONE COMMI 5749.72

REVENUE:

5749.72

REVENUE: 1 0100600 488021 INMATE TELEPHONE REF1: MAY 2019 REF2:

CASH:

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5749.72

AMOUNT PAID: 5749.72

PAID BY: PAY TEL COMMUNICATIO
PAYMENT METH: CHECK
128226
REFERENCE: PHONE COMM

AMT TENDERED: 5749.72 AMT APPLIED: 5749.72

CHANGE:

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FAT IEL COMMUNICATIONS, INC. Nash County

\$5,749.72 AMT. PAID AMOUNT THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS \$5,749.72 128226 Jun 7, 2019 \$0.00 AUTHORIZED SIGNATURE ADJ. AMT. Jun 7, 2019 DATE 0000149080 11" & 28 2 2611" 1206 70 4 4 7601" 5600099 4 360611" CAPITAL BANK Capitalbank-us.com DESCRIPTION 63-1176-670 HEN SENSITY \$5,749.72 INV. AMOUNT Five Thousand Seven Hundred Forty Nine Dollars And 72 Cents \$5,749.72 PAY TEL COMMUNICATIONS, INC. 05/31/2019 INV. DATE TOTALS: GREENSBORO, NC 27419 (336) 852-7419 222 West Washington Street. NASHVILLE, NC 27856 REFERENCE 0000220934 Nash County APCOMM2019053 VENDOR NO.: INVOICE PAY TO THE ORDER OF:

### Monthly Commission Statement May, 2019



Nash County 222 W Washington St Nashville NC 27856

Grand Total	í	15T,e	879'98	\$15,726.92		\$2,749.72
Total Prepaid Card	i			00.0\$		00.0\$
Total Debit	* ; ;			00.0\$	Parket and	00.0\$
Total Prepaid Collect		187,6	82'948	\$12,726.92	A city and a second	\$2,74b.72
Total Collect	7	alle componentes		00.0\$	Berryan January (R)	00.0\$
Interstate Total		699	989'7	90'786\$	FCC Regulation	00.0\$
Interstate	Prepaid Collect	699	989'₺	90.486\$	%00.0	00.0\$
Interlata Total		1,368	15,246	99.178,S\$		\$6.200,1\$
Interlata	Prepaid Collect	1,368	12,246	32,571.66	%00 <sup>°</sup> 68	\$1,002.95
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Intralata	Prepaid Collect	1,529	12,237	TT.695,5\$	39.00%	12.200,1\$
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Гося	Prepaid Collect	997'9	6 <b>∠</b> †'99	£4.108,e\$	39.00%	\$3,744.56
Csil Type	Payment Method	allsO lstoT	IstoT aetuniM	Sevenue Revenue	Commission %	Commission Earned

I certify that the information in this commission statement is accurate.

Kurt Gabriel, Vice President of Finance

Prepaid Collect

Commission Eamed

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Accounting Manager: Jennifer Williams, 866.729.8352, x255 jwilliams@paytel.com